

Human Resources Management Guidelines

Guideline Title: Outside Employment Policy  
Coverage: All Employees  
Location: All Locations  
Date: June 1, 2007  
Supersedes: October 1, 2003

POLICY:

It is the policy of Teva that no outside employment or interests interfere with the ability of its employees to satisfactorily perform their job duties and meet the scheduling demands and other work requirements of Teva.

Outside employment or interests will present a conflict of interest if they have or present the opportunity to have an adverse impact on Teva.

PROCEDURES:

Teva expects its employees to regard their employment with Teva as their primary employment. No outside activity may interfere with an employee's ability to properly perform job duties. If Teva determines that outside work or activity is interfering with Teva performance, the employee may be asked to terminate or modify the outside work/activity if he/she wishes to remain with Teva.

No employee may take an outside job, either for pay or as a donation of personal time, with a customer or competitor of Teva. No employee may work on his/her own if it competes or interferes in any way with the sales of products or services Teva provides its customers. If Teva determines such competition or interference has occurred, the employee usually will be asked to terminate the outside work/activity if he/she wishes to remain an employee of the company. However, Teva may opt to terminate the employee's employment if Teva, at its sole discretion, determines that the circumstances of the employee's violation of this policy renders continued employment inappropriate.

Teva's Code of Business Conduct also provides further guidance on outside employment and conflicts of interest.

Approved By:

A handwritten signature in cursive script, appearing to read "Raymond Gorman".

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## HUMAN RESOURCES MANAGEMENT GUIDELINE

Guideline Title:	Electronic Communications Policy
Coverage:	All US Employees
Location:	All US Locations
Date:	April 15, 2014
Supersedes:	November 1, 2012

### POLICY

Teva realizes that electronic communication systems such as telephones, email and the Internet are valuable business tools. However, everyone must keep in mind that activity conducted through these facilities must be conducted in accordance with acceptable business standards, company policies and guidelines.

This policy sets forth a summary of standards that must be followed by all employees, contingent workers, vendors, independent contractors, consultants and all other individuals under contract with Teva while using Teva's equipment or electronic communication systems. This policy will ensure that system resources are being utilized efficiently, effectively, professionally and ethically.

Global policies and/or guidelines will take precedence over this policy where the global governance requires a higher level of security. Nothing in this policy is intended to override or supersede any local laws or regulation.

All announcements to large groups of employees (i.e., single site or multiple site distributions) must be submitted to the Communications Department in North Wales for review and distribution. Distribution of such communications by individual employees without approval of the Communications Department is prohibited.

### Business Use

All electronic communication systems and hardware must be used primarily for business purposes. Personal use must remain limited, incidental and in no way affect productivity.

Electronic communications may include but is not limited to:

- File and Print Sharing System
- Email messages and attachments
- Company Intranet – Internal network, discussions and other areas
- Company extranet - myTeva
- Chat rooms and bulletin boards
- Instant Messages
- Wireless communication devices such as cell phones, smartphones, Ipads or other tablet devices
- Social networks and online communities
- Facsimile transmissions
- Office Phones and Voicemail
- Blogs, microblogs, podcasts and video
- Downloading of files, documents, images, etc.

### Expect No Privacy

There should be no expectation of privacy in electronic communications. It is possible that all electronic communications may be forwarded to another party, subpoenaed in litigation, or intercepted by anyone at a variety of points.

Any and all messages, data, images or other information received, transmitted, or archived while using Teva's Internet or email facilities may be accessed, regardless of whether the information is

*Teva Pharmaceuticals – Electronic Communications Policy – April 15, 2014*

marked private, is password protected or has been deleted.

Employees and all other authorized users of Teva's Internet, email, and other electronic communication facilities are expected to act reasonably and use sound judgment and discretion when utilizing Teva's network and hardware. Use of any company resources in violation of this policy is grounds for disciplinary action up to and including termination of employment.

Employees and all other authorized users are prohibited from transmitting any material, or using the Internet, email, or other electronic communication facilities in violation of any federal or state law. This includes, but is not limited to, disclosing proprietary and/or confidential company information, copyright infringement, discrimination, negative statements regarding other companies or clients, or the communication of unlawful materials or anything that reasonably could be deemed as offensive in nature. Use of any company resources for illegal activity is grounds for immediate dismissal, and Teva will cooperate with any legitimate law enforcement activity.

Monitoring

All electronic communications received or sent through Teva's network remain the property of Teva. Teva reserves the right to monitor and audit all electronic communications at any time to ensure compliance with these Company guidelines.

Investigations

Requests to investigate an individual for inappropriate Internet or other data and/or system usage must be made by a supervisor or above and approved by the highest ranking Human Resources professional within the affected business unit and the Chief Security Officer. Human Resources and Corporate Security will determine the party responsible for leading the investigation.

Investigations may require access to various IT resources which have been assigned to an individual such as email accounts, internet activity, computer hard drives, shared drives, net profiles, logs, etc.

Telephone and Voice Mailboxes

Telephones (landline or company-issued mobile/cellular), voice mailboxes and faxes are the property of Teva and are not to be used for sending or receiving inappropriate voice messages or excessive personal use. Teva has the ability to change a voicemail password and listen to messages if it is deemed necessary.

Internet & Web Browsing Use

It may be necessary to access the Internet for these Business-related reasons:

- To do your job
- To access your professional community

Non-Business-related web activity is permissible but should only be used in moderation and in consideration of our limited network resources.

The following web activity is strictly prohibited:

- Accessing inappropriate material or Websites including pornography and hate material

All electronic communication is to be routed through Teva's Internet Service Provider (ISP), network connections and firewall infrastructure.

Internet Content Filtering

All Teva locations block specific types of Internet content that are inappropriate to a business environment or which pose a risk to Information Technology operations and/or information

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Technology security. Just because a page isn't blocked does not mean that it's appropriate for use.

Individuals may not access sites and/or download files that are deemed inappropriate using Teva equipment or resources even if done outside of working hours or outside the Teva network or firewall.

Categories of internet content which are deemed inappropriate are determined by Human Resources and IT management. Requests for access to blocked internet sites are approved by IT unless the site has questionable business application in which case it will be referred to the appropriate HR Business Partner.

Downloading and Saving of Files

The download and installation of programs must be pre-approved by IT before they are installed.

While some storage of personal files, documents or images is permitted, the individual has no right to these items should the computer be held by the company since they are on company computer resources. Further, any personal items which affect the operation of an individual computer or the network will be deleted.

The downloading and/or saving of files which are inappropriate for a workplace is a violation of this policy even if done independent of the company's network.

The downloading and/or saving of files or opening email attachments that introduce viruses to the computer and network resources is a serious concern and is a situation that may result in disciplinary action if it is deemed to have occurred because of a violation of this policy.

Social Media

Every employee or contingent worker is personally and legally responsible for the content or commentary he or she publishes on any form of social media (blog, microblog, social network, video, online community, or otherwise). Once posted, all comments become public and are easily traceable indefinitely by a very large number of people, both internally and externally. Social Media Users must be sure that they are honest and accurate when posting information and correct quickly any mistakes in this regard. Never post any information or rumors that you know to be false about Teva, co-workers, customers, suppliers, vendors or anyone associated with Teva.

Any employee who speaks about the Company must abide by all Company policies regarding communications. Social Media Users are prohibited from expressing any policy or statement as the view of Teva or of any individual in their capacity as an employee of Teva or otherwise on behalf of Teva. In addition, anything related to Teva's confidential, proprietary, or trade secret information related to inventions, clinical trials, strategy, financials, products, etc. that has not been made public should not be disclosed without prior Legal approval. Failure to comply will result in disciplinary action, up to and including termination of employment. These provisions are not intended to restrict an employee's rights under any federal, state or local labor or employment law, or regulation, and specifically do not prohibit Social Media Users from discussing the terms and/or conditions of their employment with their co-workers. A comprehensive explanation of the above can be located in Teva's Social Media Policy.

Email Content Standards

Employees are expected to adhere to all Teva behavioral standards when communicating via email, including but not limited to the following minimum content standards:  
No sending of communication that:

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- Is considered inappropriate, profane, obscene, discriminatory, threatening, or promoting hate, violence or a hostile work place.
- Promotes discrimination or harassment based on race, color, creed, religion, age, gender, disability, or sexual orientation or other protected characteristics or is retaliatory.
- Is non-business related including puzzles, games, chain letters, pictures, video, music files or extensive personal correspondence.
- Solicits employees in violation of the Solicitation and Distribution of Literature Policy.

These examples are considered by Teva to be an inappropriate use, which may subject you to appropriate disciplinary action.

Retention of Email

E-mail is not generally considered as a Record Type in the Company Record Retention Schedules and does not have a mandatory retention period *unless* its content qualifies it as a specific Record Type. The person who transmits an internal e-mail or receives an external e-mail is responsible for retention of that message in accordance with the Record Retention Schedules. General E-mail should only be retained as required for business needs. E-mail will be automatically deleted from one's active and archived mailbox after one year. When it is necessary to retain a particular e-mail for a business need, or pursuant to the Record Retention Schedules or pursuant to a "Do Not Destroy" Alert, the individual is responsible for moving it to a Preservation Folder (a folder established by the Company that is not subject to the automatic deletion policy).

Passwords

Employees are not permitted to use other employee's user ID and password to gain access or to provide their user ID and password to others for that purpose.

Employees should not use their Company email address when registering or posting on non-work-related or social media sites.

Email of Departing Employees, Vendors or Consultants

All email created in the scope of employment or association with Teva is the property of Teva. Users who leave the Company must provide access to all email records in the user's possession to his/her supervisor prior to departure. Departing employees, contingent workers, vendors, independent contractors and consultants, are prohibited from taking copies or forwarding copies of Company records and documents, including email messages to external email accounts.

Request For Exceptions

All requests for exceptions should be made to the IT Help Desk to determine the appropriate party for authorization.

Failure To Comply

Failure to comply with Teva's Electronic Communications policy may lead to one or more of the following disciplinary actions:

- Suspension of electronic communications privileges permanently or for a set period of time
- Messages may be blocked or rejected if the message contains inappropriate content
- Oral and/or written warning
- Suspension from work
- Termination of contract or employment

Smart Phone and Tablet Computer

Leveraging mobile technologies, such as smart phones and tablet computers, is an important part of Teva's strategy for using technology to obtain a competitive advantage in the



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marketplace. It is also important for mobile devices to be properly secured to ensure confidentiality, integrity and availability of business information.

Teva Information and Information technology are considered corporate assets and must be protected from accidental or unauthorized disclosure, modification or destruction. Users should not create official business content on Mobile Devices that is not captured elsewhere within the Teva Network. Any content that is unique should be archived and stored on Teva e-mail or departmental or user network drives.

Throughout this policy Smart phones and Tablets may be referred to generally as mobile devices. Using the designation "Mobile Devices" is in no way intended to extend this policy to any device other than a smart phone or tablet device.

**Definitions**

A "smart phone" is cellular telephone with built-in applications and Internet access. Smartphones provide digital voice service as well as text messaging, e-mail, Web browsing, still and video cameras, MP3 player, video viewing and often video calling, which process and store information and can connect to other devices and networks via any combination of cellular, infrared, Bluetooth, serial and universal serial bus connections.

Country Security Assessment Ratings (CSAR) are assigned to major countries and cities. The Security Operations Center will be notified of travel to locations with a CSAR Rating of 4 and 5 and will seek additional approvals prior to travel. (High Risk countries, as referenced in this document, refer to those countries rated as High under the CSAR rating.)

**Basic Concepts**

The following mobile smart phone or tablet devices are supported by Teva IT:

- Apple iPhone
- Apple iPad\*

\* Upon approval of this policy, Apple iPad will only be approved for Field Sales and Marketing users/managers and TEC Members without exception

All new Teva mobile devices must be Teva-owned devices and are required to go on Teva's corporate data plan. Users and IT Management will be alerted when International Data roaming is being used. By default smart phones and tablet computers will have international data roaming turned off at the carrier. Activation of International data roaming will require department head approval.

Personal devices currently allowed to access Teva data, which occurred prior to this policy's approval, will be reviewed by IT on a case by case basis. In all instances the devices receiving Teva data must follow the security requirements set forth in this policy and all other Teva policies and procedures.

Company-Issued Mobile devices require:

- Director approval.
- Procurement of device through IT processes.
- Devices will be returned to Teva upon request or termination of employment.

**Personal Mobile Devices**

- Upon approval of this policy, personal devices of Teva employees, contractors, and consultants will NOT be configured to receive Teva Email, Calendar and Contacts or any other Teva data

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Non-Public Teva applications will **NOT** be deployed on non-Teva equipment.

**SECURITY**

All company issued mobile devices will be centrally managed and security requirements will be enforced through a centralized mobile management tool. Failure to meet any of the security requirements will require that the device be prohibited from sending or receiving Teva data. In addition, Teva data may be removed from devices which do not meet Teva security standards.

**Location Services / GPS Tracking**

- Location Services / GPS Tracking will be turned off by default.
- Users have the option to enable Location Services / GPS tracking but should do so cautiously because it allows 3<sup>rd</sup> parties to track your movements and location and inserts your coordinates for all pictures or videos taken.
- Security Operations Center (SOC) uses GPS tracking, with the user's consent for high risk travel to assist in emergency response capabilities.

**Software Management**

- In all cases software must be legally licensed.
- Ability to inventory installed applications on mobile devices is required.
- All installed applications on Teva devices must have a business purpose as defined by Teva management.

**Backup**

- Users should not backup Teva data or applications except using approved Teva methods
- Users should not create official business content on Mobile Devices that is not captured elsewhere within the Teva Network. Any content that is unique should be archived and stored on Teva e-mail or departmental or user network drives.

**Device Registration**

- Corporate devices must be registered with corporate identification (e.g. Apple ID).
- Corporate ID must be created using Teva e-mail address.
- Corporate ID accounts will not be ported.

**Responsibilities**

**Loss and Theft**

Any loss or theft must be reported by the user to Teva Security Operations Center (SOC). (See Loss of Company Assets Reporting Policy) Security Operations Center will contact IT who will be responsible to ensure that the device is wiped and permissions are revoked. The IT security manager will ascertain the nature of the data on the device at the time of loss and report the event to appropriate management.

**Training**

In countries or areas that are considered High Risk by Corporate Security, according to the Country Security Assessment Rating (CSAR), security training will be provided by the local Security Representative to employees who are issued Company smart phones or tablets.

**Exceptions**

Requests for security exceptions for mobile devices must be explained and approved in writing by the CIO or designee.

Teva Pharmaceuticals	TITLE CONFLICTS OF INTEREST
US POLICY - 405	OWNER Compliance
	DATE 7/1/2012
	SUPERSEDES

## 1 PURPOSE

Teva expects that each of its employees will act, at all times in the course of his or her duties, in the best interests of Teva. Each employee must be free from any actual or potential conflict of interest and must avoid even the appearance of such a conflict in dealing with other businesses or individuals on behalf of Teva.

A conflict of interest may arise in any situation in which an employee's judgments and loyalties are divided between any business or outside interest that, to any degree, is incompatible with the best interests of Teva. Employees must avoid any situation where personal interests (or those of relatives, friends, or associates) might conflict, or even appear to conflict, with the best interests of Teva. This includes any situation that might force an employee to choose between his or her own personal or financial interests and the interests of Teva. Whenever an employee faces the prospect of direct or indirect personal gain having an influence upon his or her judgment or actions in the conduct of Teva's business, a conflict of interest exists and must be remedied.

An employee may encounter situations not explicitly mentioned in this policy that may compromise his/her independence. In such situations, the employee should use business judgment in the spirit of this policy or contact his/her manager or Compliance for advice on the specific situation.

## 2 SCOPE

This policy applies to all US employees.

## 3 POLICY DETAILS

### 3.1 General Guidelines Regarding Conflicts

Each employee has an affirmative duty to work in the best interests of Teva and must never let personal interests interfere with this duty. Types of activities and or relationships that could potentially affect an employee's independent judgment may include outside employment relationships, personal investments, acceptance of gifts and entertainment, giving of gifts and entertainment, or loans and other favors.

If it is likely that an objective third party would reasonably believe that an employee's actions are motivated by considerations other than his or her duties to Teva, then the chances are good that a conflict of interest exists and the employee should disclose the potential conflict.

Teva managers are responsible for resolving and managing any circumstance that may present a conflict of interest. For this reason, employees must disclose, in writing and in advance, any potential or actual conflict of interest for resolution. The manager, in consultation with Compliance, will 1) waive the conflict of interest, 2) accept and then manage the potential conflict; 3) tailor the activity so that it does not pose a conflict or 4) prohibit the activity or relationship from occurring. Managers will forward in writing the notice of potential conflict and resolution of the potential conflict of interest to Compliance.



### 3.2 Outside Employment

Except as set forth below and except where prohibited by law or employment contract with Teva, an employee may maintain employment outside the company as long as such employment does not interfere with the employee's responsibility to the company. Any employee who works outside Teva continues to be bound by all confidentiality agreements he/she has with Teva. Outside employment includes, but is not limited to, working for any entity other than Teva and self-employment.

#### 3.2.1 Competitors

Employees may not work for, consult with or otherwise assist a business that competes with Teva. If an employee's spouse or member of an employee's household is an employee of or a consultant to a competitor of Teva, the employee should notify his or her manager so that the nature and extent of any concern may be assessed and appropriately resolved or managed.

#### 3.2.2 Businesses Similar in Nature, Vendors, Suppliers or Customers

Employees should avoid outside business or consulting activities that would divert their time, interest or talents from Teva business. The employee's manager must approve, in writing, any outside of consulting activity for a vendor, a supplier of goods or services, a customer or partner of Teva, or a business that provides services to or related to the healthcare industry. Likewise, if an employee's spouse or other member of the employee's household are employed by, consult with, serve as an officer or director of or otherwise assist a vendor, a supplier of goods or services, a customer or partner of Teva or provides services to or related to the healthcare industry, the employee must disclose in writing the circumstances of the relationship to his/her manager.

### 3.3 Outside Boards of Directors / Public Office

#### 3.3.1 For-Profit Boards

Employees below the executive VP level may not serve on the board of a for-profit entity, whether public or private. Any exception to this will have to be approved in writing by the Chairman and CEO of Teva and, when necessary, the Board of Directors. VPs may serve on the board of one for-profit entity with the approval of the Chairman and CEO of Teva. All requests for approval should be submitted in writing to the Chief Compliance Officer.

#### 3.3.2 Not-for-Profit Boards

All employees may serve on boards of directors of nonaffiliated not-for-profit entities, provided the employee obtains manager approval in writing prior to accepting membership. At no time should such a board position interfere with an employee's responsibilities to Teva.

#### 3.3.3 Public Office

An employee must notify the Human Resources Department and Compliance in the event that he or she intends to run for or be appointed to any public office. Teva employees who hold or seek to hold a public office must do so on their own time, whether during vacation, unpaid leave, after hours or weekends.

### 3.4 Personal Relationships

No employee should allow a personal relationship to interfere, potentially interfere or have the appearance of interfering with the employee's objectivity in making business decisions, including but not limited to hiring decisions.

Employment of close relatives in the same reporting line is prohibited and in the same department is discouraged. At no time should a close relative report to another close relative, directly or indirectly. For the purposes of this policy, "close relatives" include an employee's parents, grandparents, children, spouse, significant other, brothers, sisters, aunts, uncles, in-laws, step-relations and any relatives living in the immediate household of the employee. If such a relationship develops after employment, the company may require one or both of those employees to transfer or, except where prohibited by law, to resign.

Close relatives of directors and officers may not be employed at Teva or any of its subsidiaries, affiliates or operating units. Exceptions for employment relationships involving officers and directors must be approved by the Vice President, Human Resources, and the Chief Compliance Officer. Human Resources shall review any employment relationship which existed prior to the effective date of this policy and that is inconsistent with this policy before granting any policy exception.

Employees may not make selection decisions involving contractors, vendors, or other service providers for which their spouses or other close relative work, and especially where related to the healthcare industry, unless fully disclosed to management and approved in writing in advance.

### 3.5 Personal Investments

Employees may hold a financial investment in competitor, customer, vendor or contractor where such financial interest consists of holdings of less than 1 percent of any class of securities in a widely-held corporation listed on a recognized stock exchange, or regularly traded on an over-the-counter market. However, even an investment of less than 1 percent may be considered a conflict of interest where the employee is in a position to control or influence Teva's decisions or actions with respect to a transaction with such corporation and Teva's transactions with that corporation would tend to affect the value of the employee's investment.

Employees are responsible for using good judgment to identify and review with their manager investment situations that could pose a potential conflict.

### 3.6 Acceptance of Gifts and Entertainment

Except as provided for below, employees and their family may not receive money or its equivalent (i.e. gift certificates) or request monetary or non-monetary gifts from present or potential customers, vendors, suppliers, contractors or partners of the Company. Employees are permitted to accept unsolicited gifts of modest value where acceptance of the gift is meant to create goodwill and establish trust in a business relationship and would not reasonably be expected to affect the employee's independent judgment in the performance of his/her job. Examples include ordinary promotional or advertising items and mementos (hats, pens, paperweights, etc.) that are merely tokens of respect or friendship. Gifts exceeding \$50 in

value would not be considered "modest value." Even gifts of modest value will not be permitted if they become frequent or conditional.

Acceptance of modest and appropriate meals and entertainment is permitted when provided by persons who have or potentially may have business with Teva and where the primary purpose of the event is to have business discussions. The person or persons providing the meal or entertainment must be present, otherwise, the meal or entertainment must be treated as a gift under this policy. Invitations to join a third party in attending an event (sporting, theatre, etc.) are generally considered routine business courtesies which may be accepted, provided that the value of attendance or participation in the event is not intended to, nor would it be perceived to, have any improper influence on any business transaction or be excessive by an objective observer (e.g., tickets to events such as the Super Bowl or World Cup Finals would be considered excessive).

In all cases, the acceptance of gifts, meals or entertainment must comply with applicable industry codes and local law. Gifts include material goods, services, discounts or personal purchases of goods and services, non-business entertainment, personal travel or lodging, or any other arrangement that benefits the individual recipient. Transactions which benefit an institutional recipient such as donations to institutions, sales discounts and free goods in connection with Company transactions with institutional customers and legitimate governmental fees are not considered gifts within the meaning of this policy, but are subject to other applicable laws, regulations and Teva policies.

### 3.7 Giving of Gifts and Entertainment

Except as otherwise specifically provided in this or another Teva policy, employees may not give money or its equivalent (i.e., gift certificate) to any present or potential customers, vendors, suppliers, contractors or partners of Teva.

Employees may not provide money or its equivalent, gifts, meals or entertainment of any value to any government employee, unless specifically allowed by law. Prior to the transaction, employees should consult with the Legal Department or Compliance to confirm the legality of anything to be provided to a government employee.

Any gift provided by a Teva employee to a present or potential customer, vendor, supplier, contractor or partner of Teva must be modest in value, designed to create goodwill and establish trust in a business relationship and not reasonably be expected to affect the recipient's independent judgment in the performance of his/her job. All such gifts should, wherever practical, bear the Company logo. Even gifts of modest value may not be permitted if they become frequent or are conditional. In all cases, the giving of gifts, meals or entertainment must comply with applicable industry codes, local law, and other Teva policies.

Except where prohibited by law or other company policy modest and appropriate meals and entertainment may be provided to persons who have or potentially may have business with Teva. Such meals and entertainment must be in connection with business discussions and where the primary purpose of the meeting is business related. A Teva employee must be present at the entertainment or meal; otherwise it is considered a gift and is subject to the separate standards above.

3.8 Loans and Other Favors

Employees cannot accept or provide loans or other payments to or from persons or organizations that do or seek to do business with Teva. Loans to employees from financial institutions that do business with the company are permissible as long as the loans are made on prevailing terms and conditions and are in amounts meeting the institution's usual and ordinary lending guidelines.

Employees may not accept or give favors from or to any person or entity where it could appear that the employee is in a position to influence the relationship between such entity and Teva. An example would a supplier or customer hiring a Teva employee's child for a summer job, where the employee has a business relationship with the supplier or customer.

4 RESPONSIBILITY

Compliance will maintain and update this policy, when appropriate.

Approving Vice President:

Michael Dearborn



## HUMAN RESOURCES MANAGEMENT GUIDELINE

Guideline Title: Severance Policy  
 Coverage: All Non-Union US Employees  
 Location: All US Locations  
 Date: January 1, 2016  
 Supersedes: May 20, 2014

### INTRODUCTION

Teva believes that employees should be treated fairly, with dignity and respect; and, in certain specified situations, should be afforded some measure of financial security as they transition from their positions with the Company. Individual severance and termination situations will be managed on a case-by-case basis, in accordance with the guidelines outlined below.

### ELIGIBILITY

All regular, full- or part-time Teva employees may be eligible to receive severance in the following circumstances:

- Elimination of position;
- Considerable change in job responsibilities that requires a significant change in skill requirements, or bona fide occupational qualifications;
- Facility closing or relocation;
- Reduction in force; or
- Other instances, in Teva's discretion, as determined by the individual situation.

Selection of employees for termination as a result of a reduction in force will be accomplished consistent with the Teva reduction in force staffing process in use at the time of such reduction in force or job elimination process.

### INELIGIBILITY

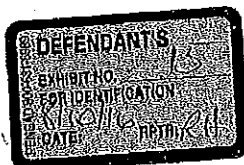
While Teva reserves the right to determine, on a case-by-case basis, whether an individual employee is eligible for severance pay, the following circumstances will make an individual ineligible to receive severance benefits from Teva:

- Employees who have a written employment contract which provides for severance or termination payments;
- Voluntary resignation;
- Retirement;
- Displacement for reasons of permanent disability;
- Termination due to excessive absences or lateness;
- Termination for misconduct, or violation of company policies, procedures, practices or Ethics and Code of Conduct;
- Termination for unsatisfactory performance;
- Refusal to accept another reasonable position, as determined by Human Resources, taking into account the employee's skills and experience, compensation level and commuting distance; or
- The individual is a temporary worker (agency or otherwise), independent contractor or vendor.

### GENERAL

Open and Available Positions. Employees selected for termination will be afforded an opportunity to apply for open and available positions which they are qualified for and capable of performing.

- In order to apply for an open and available position, an employee's two (2) most recent performance evaluations must have been satisfactory ["Meets"] or better.



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*Teva Pharmaceuticals – Severance Policy – December 1, 2016*

- Employees who have been issued corrective action documentation within six months prior to the termination date or who are currently participating in a performance improvement plan will not be eligible to apply for open and available positions, regardless of qualifications.
- Employees who do not qualify for open and available positions and are otherwise eligible for severance pay under these guidelines will receive severance pay.
- The opportunity to apply will run concurrent with any notice period or consideration period, not to exceed thirty (30) days. Thereafter any application will be considered as a "re-hire".

Employment Through Termination Date Required. Severance will be paid provided the employee remains in his/her position and satisfactorily performs all assigned duties and tasks through the last scheduled and agreed-upon working day and subsequently terminates employment with Teva. If the employee accepts another position within Teva or terminates employment prior to the last scheduled working day, no severance will be paid.

Retention Bonus. In some circumstances retention bonuses may be paid for positions that are identified as critical to the business. Any requests for special retention bonuses must be accompanied by a written business justification document and require approval by the department Vice President, and the VP Human Resources; or the Sr. Director, HR Business Partner in the absence of the VP, Human Resources, and the Total Rewards CoE Regional Leader. Payment terms for retention bonuses will be determined on a case-by-case basis, and require approval by the department VP and Human Resources prior to being communicated to the employee.

Temporary Assignments. The acceptance of a temporary assignment, within Teva, by a displaced employee prior to termination will not affect the employee's eligibility for severance at the end of the temporary assignment.

Employment by Acquiring Entity. If the employee's position is being eliminated because a business unit is sold by Teva and if the sales agreement includes provisions specifically providing for the employment of affected employees by the purchaser, no severance will be paid.

Employees who join Teva because Teva acquires their employer shall not be entitled to severance benefits under this policy during the transition period of such acquisition, as determined by Teva, unless the acquisition agreement between Teva and their employer provides otherwise.

Waiver and Release Agreement. Receipt of severance benefits, including severance pay, COBRA benefits premium payment, and career transition services are contingent on the eligible employee returning all Company property at termination and executing, abiding by and not rescinding a waiver and release in the form provided by Teva. In no event will an employee who fails to execute the waiver and release be eligible for severance benefits under this policy. Eligible employees who do not sign the required waiver and release agreement will still be eligible to receive all earned sales commissions and sales bonuses, and unused earned vacation pay.

WARN Notification. Under some circumstances the Company must provide notification to employees that will satisfy the requirements of the federal Worker Adjustment and Retraining Notification (WARN) Act, or similar state laws. To meet this notification requirement the Company may provide the required notice period or provide pay in lieu of notice if allowed by law in that circumstance.

#### **PROCESS**

Approval. Managers terminating employees must obtain approval of their immediate supervisor(s), department Vice President and Human Resources before notifying employees that they are eligible for severance. Terminations of Directors, Sr. Directors, or Vice Presidents (grades 15+) must be approved by the President of the business unit.

Severance Pay. The amount of severance pay will be based on length of service, calculated from the employee's Service Date to their last working day. Two (2) weeks severance pay will be paid for each year or partial year of service up to a maximum of 52 weeks of severance. Employees with less than one

*Teva Pharmaceuticals – Severance Policy – December 1, 2015*

(1) year of total service at termination will be credited with at least one (1) year of service for the purpose of this policy. The amount of severance pay will be based on the employee's annual base salary (exclusive of incentive, bonus and commission payments or shift differential). In the case of employees paid at an hourly wage rate, annual base salary will be determined by multiplying the current hourly rate by 2080 hours.

Payment Schedule. All amounts paid under this policy will be paid in a lump-sum, less all applicable deductions, including federal, state and local taxes. Severance payments are processed and paid through a manual check process (not direct deposit) and will be provided to the employee in accordance with all applicable federal, state and local laws; and in coordination with Company's payroll processes.

Unused Vacation. Employees will be paid total eligible, earned unused vacation time for the year in which the last working day occurs, calculated to their termination date. Unused vacation time accruals will be paid as a lump sum and will not extend the employee's date of termination.

Earned Sales Commissions and/or Sales Bonuses. Employees will be paid for their sales bonuses and/or commissions calculated per the respective plan document pro-rated through the employee's termination date. All sales bonuses and commissions will be paid as a lump sum, as soon as practical following the employee's termination date or according to the payout schedule as determined for this year.

Short Term Incentive Program and Bonuses. An employee is not eligible for the Annual Incentive Bonus if employment terminates with severance on or before June 30<sup>th</sup> of the Plan Year.

If separation occurs on or after July 1<sup>st</sup> of the Plan Year and the employee worked a minimum of 1,000 hours in the Plan Year, he/she will be eligible for a prorated bonus provided they sign and do not revoke the waiver and release offered by the Company in connection with severance benefits.

The bonus will be calculated using the bonus target at the time of termination and will be prorated for the time worked up through the termination date. The bonus will not be adjusted for Individual Performance and Business results and will be paid to the employee at the same time that the severance pay is paid.

Benefits. The Company will provide a lump sum taxable payment equivalent to the total monthly premiums for a period equivalent to the number of weeks for which the employee is receiving severance (e.g. 12 weeks of severance equals three (3) months of company-paid COBRA continuation premiums). Upon termination of employment the employee can decide whether to continue benefits with Teva in accordance with the benefits extension provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), or arrange for benefits coverage elsewhere. Benefits under COBRA can be paid for on a month to month basis. Once COBRA benefits have been declined they will no longer be available.

This coverage becomes effective the first calendar day of the month following the employee's date of termination.

The employee is eligible to continue their enrollment in the COBRA program for a total of 18 months from the date of termination. An active COBRA participant has the option during the Open Enrollment process to change benefits within the plan (i.e. Medical, Dental) but does not have the option of electing a health care reimbursement account for the new plan year.

Paid time off, Short-term Disability (STD), and Long-term Disability (LTD) eligibility terminate as of the employee's last day worked.

All other benefits terminate as of the employee's date of termination or the last day of the month in which the employee terminates, according to the provisions of the particular benefit plan.

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Career Transition Services. In most circumstances Teva will select an organization to provide career transition services for a duration and at a service level to be determined by Teva. Costs associated with such services will be paid by Teva. In no circumstance will Teva provide the employee with the cash value of the services in lieu of using those services.

Return of Company Property, Termination of Security Access. The Human Resources department will coordinate the collection of all company property at the time of the employee's departure. All necessary communication for termination of telephone service, information technology and related accounts and services, and access to and from Company facilities will be handled directly by Human Resources.

**ADMINISTRATION**

These guidelines shall be administered by Teva Human Resources and such other person or persons as Teva shall designate from time to time. Teva reserves the right to change, alter, revise or revoke any or all provisions of this policy, including questions of eligibility and the amount of any severance benefits payable hereunder, in its sole discretion, and at any point now or in the future. In addition, Human Resources shall have full authority to interpret and apply the provisions of these guidelines, in such a manner and to such an extent as it shall deem necessary or desirable to effectuate the terms. This includes authority to correct any defects or omissions or to reconcile any inconsistencies in this policy. Human Resources may make such rules and regulations for the administration of these guidelines, as it deems necessary and desirable. Any determination by Human Resources within the scope of its authority shall be conclusive and binding on all persons.

Elaine Lakis

1  
2 have --

3 MR. RAPPOPORT: Electric shocked  
4 you.

5 MR. PESKA: -- given you the  
6 instruction.

7 THE WITNESS: Electric shock,  
8 yeah. Sorry. No, no, no. I thought  
9 it was finished. Sorry.

10 MR. PESKA: It's okay. It's  
11 okay. It's not -- Don't get excited.  
12 It's not a big deal. It's just that  
13 she can't take us down, both of our  
14 statements at the same time.

15 So, just you may anticipate my  
16 question. My questions are not that  
17 difficult. They're not tricky. I'm  
18 sure you know what I'm going to ask  
19 you, but let's just get the record  
20 clear.

21 Q. So now, at the time of Zafar's  
22 termination -- By the way, who advised him he  
23 was terminated?

24 A. Me.

25 Q. Okay. And do you recall the sum and

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1 Elaine Iakis

2 substance of that conversation?

3 A. Not precisely.

4 Q. Okay.

5 A. At -- Okay.

6 Q. How did you notify he was  
7 terminated?

8 A. By phone.

9 Q. And what did you say, if you can  
10 recall?

11 A. Something to the effect of, as a  
12 result of our investigation, it was decided to  
13 terminate your employment.

14 Q. Okay. Did he ask you why?

15 A. Yes.

16 Q. And what did you say?

17 A. I'm not able to provide that  
18 information. I would have repeated the same  
19 sentence.

20 Q. Did you then say to him you'll  
21 receive a notification of the reason?

22 A. No.

23 Q. What did you say?

24 A. I did say that he would get a letter  
25 describing the status of his benefits.

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A.089



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Elaine Lakis

1  
2 Q. You didn't -- you didn't imply by  
3 that conversation that he would be advised in  
4 writing why he was terminated?

5 A. Correct.

6 Q. So, but the question was to you, if  
7 you can recall, I asked you, the question was:  
8 Did he ask you why he was terminated? Do you  
9 recall that question?

10 A. I believe he asked me that question,  
11 yes.

12 Q. Okay. In response to that question,  
13 you told him he would receive a letter; correct?

14 A. No.

15 Q. What did you say?

16 A. I would have reiterated my statement  
17 that we, as a result of the investigation --

18 Q. Right.

19 A. -- his termination, we came to the  
20 decision that his employment was terminated.

21 Q. And you didn't -- Okay.

22 A. And that he would get a letter about  
23 his benefits --

24 Q. And you --

25 A. -- only.

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A.090

Elaine Lakis

1  
2 Q. And what was said? What was the  
3 conclusion at that meeting?

4 A. What -- Not the conclusion. What  
5 was discussed at that meeting is the fact that  
6 there was a conflict of interest that he did not  
7 disclose, um, at the time that he acquired the,  
8 um, reference standard drug to, um, I guess, it  
9 was Procurement or to the Corporation that his  
10 pharmacy was involved in acquiring that drug for  
11 Teva.

12 Q. Okay. Question is: You say not  
13 conclusion. I'm asking you, you -- you sat --  
14 you sit here, today, and you say that he should  
15 have known why he was fired based upon that  
16 interview, okay, and I'm asking you: Did you --  
17 Was there a conclusion -- was there a conclusion  
18 about a conflict of interest during that  
19 meeting? Was he told that there was, in fact, a  
20 conflict of interest and that he had violated  
21 it?

22 A. I'm not sure.

23 Q. Okay.

24 A. Uh-huh.

25 Q. So, you're not sure about bid

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Elaine Lakis

1 A. I don't recall.

2 Q. What about conflict of interest?

3 A. Based on a series of questions --

4 Q. The question involved we've  
5 concluded that you're engaging in conflict of  
6 interest?

7 A. I don't recall, exactly.

8 Q. What about abuse of company  
9 resources?

10 A. It was stated that the number - the  
11 sheer volume of e-mails that he used for - for  
12 personal business was excessive.

13 Q. And how - how many e-mails was that?

14 A. Oh, I don't recall. It's in the -  
15 it's in the document.

16 Q. Did you ever see those e-mails?

17 A. No. I saw the outcome of the  
18 investigation that IT did.

19 Q. Okay. So, you're saying the only  
20 thing that he really would have walked out of  
21 there believing is that he used company  
22 resources and he abused that issue; correct?  
23 And that based on that he was terminated;  
24 correct?  
25

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Elaine Lakis

1  
2 Tong knew that he was the owner of Suffern  
3 Pharmacy?

4 A. Correct.

5 Q. You don't believe -- Did you walk  
6 away from that meeting believing that he still  
7 had violated the Code of Conduct with respect to  
8 the conflict of interest?

9 A. Yes.

10 Q. And what was the basis for that?

11 A. Because - because when he signed - I  
12 can't remember what form it was, when Zafar  
13 signed the form, um, it's in the report, to make  
14 people aware of - I don't know if it was that  
15 particular transaction or not, Tony didn't sign  
16 it, I remember it was Yi Luo who signed it, and  
17 the reason why I felt there was a conflict of  
18 interest is because, um, when Zafar made the  
19 acquisition of the branded drugs, the reference  
20 standard drugs, that Teva Procurement was not  
21 aware of the fact that he was doing it through  
22 his own company. That was my understanding.

23 Q. Well, what was he doing it through?  
24 What company?

25 A. His company, but the company,

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Elaine Lakis

Procurement, Teva Procurement was not aware that it was his company.

Q. But you understand that the supervisor was aware that it was his company?

A. Yes, but I don't know if he was aware of that particular transaction.

Q. It's your testimony you're not aware, and we would be talking about the initial transaction; correct?

A. We're talking -- I don't know what you mean by the initial transaction.

MR. IQBAL: Yeah, the CD is right here.

MR. PESKA: Okay. Yeah.

Q. So, I'm going to hand you -- Let's mark this as --

MR. PESKA: I guess, just make a copy of this.

THE WITNESS: Do we have the Confidentiality Agreement? I think it's part of yours; right? I'm sure it is.

MR. PESKA: But it's yours.

THE WITNESS: This is yours.

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James Mikalic

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1  
2 Q Did you work for any accounting firm?

3 A I did.

4 Q What would that be?

5 A I worked for a small accounting firm,  
6 the sole proprietor by the name of Gregg Heininger,  
7 G-R-E-G-G H-E-I-N-I-N-G-E-R, for six years.

8 Q You had indicated earlier that you  
9 worked with the government, the federal government?

10 A Yes.

11 Q When was that, when was your  
12 employment?

13 A I worked for the Federal Bureau of  
14 Investigation from 1988 until 2009, twenty-one years.

15 Q What was your job description there,  
16 what was your title?

17 A For the majority of those years, it  
18 was special agent, and then my last four years, I was  
19 a supervisory special agent.

20 Q What type of cases did you work on,  
21 what division were you working on?

22 A I initially signed to New Haven for  
23 two years. Then, I was in New York, Manhattan, for  
24 fourteen. Then I was at the FBI headquarters for  
25 three. Then I was in the Philadelphia division for



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1  
2 A No. I was transferred to New York in  
3 1990, and right from the very beginning, I worked  
4 national security matters. So from, roughly, 1990  
5 until 2004.

6 Q At some point, you obtained a  
7 position with Homeland Security?

8 A I would say after I retired, yes.

9 Q What was your position there?

10 A Well, my title was Assistant Director  
11 of Intelligence. So I was with the New York State  
12 Office of Homeland Security. So I worked for them  
13 from October of 2009 until February of 2011, so a  
14 little less than a year and a half.

15 Q There was a termination of  
16 employment, was that voluntary?

17 A Yes, it was voluntary.

18 Q So you were there for a year and a  
19 half?

20 A Roughly, yes.

21 Q So at the time of the disengagement  
22 of employment, you didn't have any disciplinary  
23 matters pending or anything like that?

24 A Oh, no.

25 Q So how were you engaged by Teva,

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2 are you the director of that?

3 A No, I am not.

4 Q Who is the director of that?

5 A Well, my manager, a woman by the name  
6 of Kathleen Veit, V-E-I-T, she manages the office of  
7 business integrity, and I work for her.

8 Q Do you know of an individual named  
9 Mike Woznyi?

10 A I do know him, yes.

11 Q Where does he fit on the ladder of  
12 the OBI?

13 A He doesn't.

14 Q What department does he work in?

15 A He doesn't work at Teva.

16 Q Okay. Who does he work for?

17 A I am not too sure who he works with  
18 now. He got a new job and I forget who he works with.

19 Q But he was an employee with Teva?

20 A No.

21 Q Who was he an employee of?

22 A I have no idea. He was employed by a  
23 consulting firm and he was assigned to Teva as a  
24 contractor, contingent worker, however we referred to  
25 them. But he was never an employee of Teva.

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2 Q Did he have an email address with  
3 Teva?

4 A I think so, yes, which is not  
5 unusual.

6 Q And how long was he a contractor for  
7 Teva, if you know?

8 A Approximately two, maybe three  
9 months.

10 Q Did he assist you on your  
11 investigations?

12 A No.  
13 Investigations, plural?

14 Q Well, the subject of this lawsuit,  
15 was he involved in this?

16 MR. KUSHNER: Let me just object to  
17 form, to "the subject of this lawsuit."  
18 Go ahead.

19 MR. PESKA: Yes.

20 Q Was he involved in the investigation  
21 of Suffern Pharmacy?

22 A He brought it to my attention. But  
23 after that, he really wasn't involved in it. It was  
24 my case.

25 Q Did he conduct interviews, to your

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1  
2 as I recall. Zahavi felt that it was an issue, at  
3 that point in time, when she found out from Miriam  
4 Morris that Suffern Pharmacy was owned by two Teva  
5 employees.

6 Q Do you recall her indicating to you  
7 that Miriam Morris thought that there was something  
8 secretive about the ownership?

9 A Could you rephrase that, please?

10 Q When she indicated to you she  
11 received the information from Miriam Morris regarding  
12 the owners, did Ms. Zahavi indicate that Miriam Morris  
13 had a difficult time knowing who the owners were?

14 MR. KUSHNER: Objection to form.

15 Q By the way, a further instruction.  
16 When he objects to form, if you  
17 understand the question, you can answer it.

18 A I don't know. I can't speak about  
19 Miriam Morris's perception of the whole arrangement.

20 All I can tell you is what Shulamit  
21 Zahavi told me, was that she learned, for the first  
22 time, from Miriam Morris, and I think it was toward  
23 the end of February of 2015, that Suffern Pharmacy was  
24 owned by two Teva employees.

25 Q At some point, you had an opportunity

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2 to speak with Ms. Morris, correct?

3 A Yes.

4 Q Did she indicate to you that she had  
5 a difficult time determining who the owners were?

6 A No, she did not.

7 Q Then the next bullet point is, and I  
8 will just read it, "When asked if any one Teva  
9 employee was the source of less than transparent  
10 behavior, Ms. Zahavi said it was Ms. Morris.

11 Ms. Zahavi did not say it was  
12 necessarily intentional, she said it was just odd.  
13 Ms. Zahavi said Ms. Morris finally disclosed in an  
14 email that the owners were Teva employees."

15 So based on that bullet point, it  
16 doesn't appear as if Ms. Zahavi has given indication  
17 that this is due to the owners of Suffern failing to  
18 provide the ownership information, based on your  
19 bullet point?

20 MR. KUSHNER: Is that a question?

21 Phrase it as a question.

22 MR. PESKA: I will phrase it as a  
23 question.

24 Q Is that an accurate bullet point?

25 A Oh, yes, of course.

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2 believes that the difficulty was obtaining the  
3 information from Ms. Morris.

4 A Yes, that's what I wrote, and that's  
5 what I believe to be true, based on what Shulamit  
6 Zahavi told me.

7 Q Based upon your interview, did you  
8 walk away with the conclusion, based on your  
9 discussions with her, that the owners of Suffern  
10 Pharmacy, who happen to be employees of Teva, were  
11 engaging in secretive or less than transparent  
12 behavior?

13 A Not from my exchange with Shulamit  
14 Zahavi, but I learned through other sources that there  
15 were issues with transparency.

16 But it really did not go to Shulamit  
17 Zahavi, necessarily. I recorded what she recalled  
18 from her experience during that time.

19 Q I know it's complex and I know it was  
20 a complex investigation, but if you can just think  
21 about from what other source did you receive  
22 information that there was less than transparent  
23 behavior that may have been coming from the Suffern  
24 Pharmacy owners?

25 A I based that determination on my



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2 email review, primarily. Starting back in January of  
3 2015 going into February, March, then this issue was  
4 brought to certain people's attention, certain  
5 employees in compliance, and what happened during  
6 March, April, May, June of 2015.

7 So I learned a lot about the history  
8 of Suffern Pharmacy and who was involved with it, who  
9 signed what documents, primarily, from the email  
10 review.

11 Q So it wasn't any particular  
12 discussion, it was just based upon document review?

13 You don't recall any conversation  
14 where anyone from Teva, during your investigation,  
15 said, "You know, I believe that there was something  
16 secretive. I believe that the owners were hiding  
17 their ownership interest in Suffern."

18 A Are you finished?

19 Q Let me rephrase it.

20 Did you have any conversation with  
21 any one during the investigation that someone  
22 indicated to you that they thought that the owners of  
23 Suffern Pharmacy were being secretive?

24 A Other than what Shulamit Zahavi said  
25 to me, her feelings, her instincts were that there was

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2 something odd and secretive about it.

3 Q Right.

4 A So I didn't conduct many interviews.

5 Much of this investigation was based on the forensic

6 email review. I never actually counted up how many

7 witnesses I interviewed. It's actually pretty

8 limited, actually, other than the post-investigation

9 interviews of the implicated parties and Ms. Morris.

10 Q You said, "Based on what documents  
11 were signed," what are you referencing there?

12 A The confidential disclosure agreement  
13 was one of them, where it was signed by Eugene  
14 Frenkel, who was the supervising pharmacist. That  
15 document got my attention as well.

16  
17 (Whereupon, a document was  
18 received and marked as Plaintiff's Exhibit 2  
19 for identification as of this date;  
20 confidentiality agreement.)

21  
22 Q Jim, you were talking about documents  
23 that were signed.

24 Is this the document you are  
25 referencing?